



**Professional Indemnity and  
General (Public and Products)  
Liability Insurance**

Policy Wording – Pest and Building

## TABLE OF CONTENTS

Important information about this document	3
General Information	4
Duty of Disclosure	5
General Conditions	6
Claims Conditions	8
General Terms and Conditions	11
General Exclusions	15
Part One Professional Indemnity Insurance	21
Part Two General (public and products) Liability Insurance	28
Words with special meaning	35

## **Important information about this document**

This document contains important information we need to share with you under the Corporations Act 2001 (Cth). It's been written to help you understand your insurance policy, so you can make informed choices about your insurance cover before you enter into a contract of insurance with us.

It also has a general overview of, and important information relating to, your insurance policy, including all obligations, rights, exclusions, and terms you must comply with.

You should keep this document and your policy schedule together in a safe and convenient place, for future reference.

If you don't comply with all policy conditions, we might refuse to pay a claim or reduce our liability.

This policy is in force for the period of insurance set out in your policy schedule, or until cancelled.

This policy is a legal contract between you and us. You've paid, or agree to pay us, the required premium and we'll provide cover as defined in the policy and your policy schedule.

It's your responsibility to read all the terms and conditions of the policy before you buy. You also need to make sure you have enough cover, you're aware of the limits of cover provided, and the amounts we'll pay, including any applicable excess.

You must also be aware of words with special meanings as defined terms within your policy.

### **This is a 'claims made' policy**

This policy operates on a 'claims made and notified' basis.

This means you're only covered for claims first made against you, and then notified to us during the period of insurance.

It does not provide cover for:

- Claims arising from an event which occurred before the policy's "retroactive date" where such a date is specified in the schedule;
- Claims made after the period of cover expires (even where the event giving rise to the Claim occurred during the period of cover);
- Claims made, threatened or intimated before the period of cover commenced;
- Claims arising from facts or circumstances of which you first became aware before commencement of the policy and which you knew or ought reasonably to have known, had the potential to give rise to a Claim under the policy or any previous policy;
- Claims arising from circumstances noted on the proposal form or any previous proposal form.

## **General information**

### **About Rapid Solutions**

Rapid Solutions (Rapid) is underwritten by the insurer, Pacific International Insurance Pty Ltd (Pacific). Rapid Solutions is a trading name of Pacific. Rapid has been providing insurance cover to the Australian pest control and building inspection sectors since 2002.

### **About Pacific International Insurance**

Pacific International Insurance (ABN: 83 169 311 193, AFSL: 523921) is an Australian incorporated insurance company recognised by the Australian Prudential Regulation Authority (APRA). We've developed a strong relationship with our clients and a panel of reinsurance companies with financial strength ratings of A- (excellent) or higher.

### **Premium**

We'll let you know the premium you need to pay in our quote and policy schedule. These documents, which form part of our policy wording, are subject to you fulfilling your duty of disclosure and giving us all the information we need to assess your application for insurance.

Once you've paid your premium in full, we'll insure you for the events covered in the policy, subject to the policy terms and conditions.

If you don't pay your premium in full by the due date, you're not covered.

Keep this document, your policy schedule and all other relevant documents in a safe place. Just in case you need to refer to them later.

Please check these documents to make sure all the information is correct. And please let us know as soon as possible if anything needs to be changed or updated, including a change of address or changed payment details.

### **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice (the Code). The Code sets out the minimum standards we'll uphold regarding any products and services we offer.

For more information, see the Insurance Council of Australia's *General Insurance Code of Practice*.

## **Duty of Disclosure**

When you buy a Rapid Solutions policy, you're entering into an insurance contract with us.

You should know that under the *Insurance Contracts Act 1984 (Cth)* you must tell us anything you know, or could reasonably be expected to know, which might make us not want to insure you.

You have this duty until we agree to insure you. If you're not sure something is relevant, let us know anyway.

This applies to all policies including renewal, or if you extend, vary or reinstate your insurance contract.

You don't have to tell us about matters that:

- reduce the risk we insure you for,
- are common knowledge,
- we already know, or should know,
- we've indicated we don't want to know.

### **What happens if you don't tell us?**

If you don't tell us something we should know, we can cancel your policy or reduce the amount we pay for a claim.

Or both.

If you deliberately try to deceive us (act fraudulently), we can refuse to pay a claim and treat the policy as if it never existed.

## **General conditions**

### **1.1 Period of insurance**

Your policy begins and ends on the dates shown on the policy schedule, unless cancelled.

### **1.2 Expiry of your policy**

Your policy expires at the end of the period of insurance, as shown on the policy schedule.

We may decide not to offer to renew your policy. If we decide not to offer renewal terms, we'll send you an expiry notice at least six weeks before the end date on your policy.

### **1.3 Governing law**

This policy is governed by the laws of the State or Territory where the policy is issued, as stated in the policy schedule. The courts in that State or Territory have jurisdiction in any dispute about or under this policy.

### **1.4 Cooling off period**

You've got 14 days (known as 'the cooling off period') after we incept your policy to cancel and get a full refund of your premium. This gives you time to check the policy is right for you and for you to read your Policy Wording.

You can cancel your policy by calling 1300 309 169 or emailing us within the cooling off period.

If you make a claim within the first 14 days, the cooling off period doesn't apply.

You can still cancel the policy after the cooling off period, but we may deduct certain amounts from any refund due, as per Clause 1.5.

### **1.5 Cancelling your policy**

#### **If you cancel**

You can cancel your policy at any time by emailing us or calling 1300 309 169.

An administration fee applies.

Unless you cancel during the cooling off period, you need to pay for the period you were insured.

#### **If we cancel**

We can cancel your policy in accordance with the Insurance Contracts Act 1984 (Cth), including if you've breached your duty of disclosure, breached a provision of your policy (including paying your premium), made a fraudulent claim or as permitted by law.

We'll send written notice via your preferred communication method.

If your policy is cancelled outside the initial cooling-off period, we refund the unexpired portion of the premium, less an administration fee.

However, we won't refund any premium if we've paid, or are obliged to pay, a claim under your policy.

## 1.6 How we handle complaints

Rapid Solutions welcome every opportunity to improve customer experiences and encourage you to contact us if you're unhappy with our service or products. We're committed to the fair, transparent and prompt resolution of any dispute.

You can raise a complaint by contacting your Client Services Officer via [email](#) or by phoning 1300 309169. We'll acknowledge your complaint within 24 hours of receiving it, or as soon as possible, and every effort will be made to resolve your complaint.

If your complaint isn't resolved to your satisfaction within 30 calendar days, you can contact the [Australian Financial Complaints Authority \(AFCA\)](#).

[AFCA](#) is free to consumers and provides fair and independent financial services complaint resolution.

**Phone:** 1300 931 678 (free call)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**In writing:** Australian Financial Complaints Authority, GPO Box 3 Melbourne VIC 3001

Not all disputes are covered by AFCA's rules. If your dispute doesn't fall within the AFCA rules, and you're not satisfied with our decision, you may wish to seek independent legal advice.

## 1.7 Privacy

We're bound by the [Privacy Act 1988](#) when collecting your personal information.

This information is for the purpose of assessing your application for commencing, changing or renewing your insurance with us. It'll also be used if you lodge a claim. If you don't give us this information, we may not be able to process your application or claim.

We may disclose your personal information to third parties such as insurers, reinsurers, loss adjusters and other service providers in circumstances necessary for us to supply our services to the professional standard you expect. By giving your personal information to us, you consent to us making these disclosures.

You can seek access and make corrections to your personal information by contacting us on 1300 309169.

Further information, including our privacy policy, is available on our [website](#).

## 1.8 Words with special meaning

Throughout this policy, certain words have special meaning and are included in the 'words with special meanings' section at the end of this document. Please refer to these words and their special meaning as they'll help you understand your policy and insurance cover.

## 1.9 Types of Cover

This policy covers:

- **Part One: Professional Indemnity**
- **Part Two: General (public and products) Liability**

## Claims conditions

In the event of a known circumstance which may result in a claim under your policy, you must comply with the following provisions.

### 2.1 Claims documentation

To help process and settle your claim quickly, please provide all requested documents including:

- a completed claim form detailing the nature and extent of loss or damage (if known)
- copies of all correspondence with any relevant third party
- repair quotes or assessment reports
- copies of all reports and correspondence relating to the potential claim including, but not limited to, all letters, demands, writ summons and legal processes.

### 2.2 Claims notification

You must give us written or verbal notice of any claim made against you, as soon as practical and before the period of insurance expires.

All claim notifications are to be made to our claims department as follows:

**Phone:** 1300 309169

**Email:** [claims@rapidsolutions.com.au](mailto:claims@rapidsolutions.com.au)

**Website:** [www.rapidsolutions.com.au/claims](http://www.rapidsolutions.com.au/claims)

It's your responsibility to make sure all documents and information is sent to, and received by, Rapid Solutions.

If you don't send us all the information we need, this may affect your policy coverage.



## **2.3 Claims mitigation and co-operation**

If you become aware of a situation which could, if not resolved, lead to a claim, or increase the scope of a claim, you must do and allow all things reasonably practical, to avoid or lessen your liability in relation to the claim.

You must be honest and disclose all relevant information.

You must assist if we need to investigate and defend the claim against you, or allow us to determine our policy liability.

Other than costs and expenses incurred by us to help determine our policy liability, compliance with this clause will be at your cost, unless agreed by us in writing.

We'll only request information relevant to your claim.

## **2.4 Claims conduct**

We can take over and manage the defence or settlement of any claim in your name.

We have full discretion in the management of any proceedings and in the settlement of any claim.

You can't do any of the following without our express written consent (and such consent won't be unreasonably withheld):

- agree to settle a claim
- incur any costs and expenses
- incur any investigation costs and expenses
- make any admission
- make any offer
- accept any payment, or;
- assume any contractual obligation.

We're not liable for any settlement, costs and expenses, investigation costs and expenses, admission, offer or payment or assumed obligation we've not agreed to in writing.

If we believe a claim won't exceed your excess, you may ask you to manage the defence of the claim. Should any payment you make to settle the claim exceed your excess, we'll reimburse you for all reasonable costs and expenses incurred in defence of the claim.

## **2.5 Senior Counsel**

Unless a Senior Counsel, under our instruction, advises a claim we've agreed to cover should be contested, neither you nor we can make the other contest any legal proceedings, if the other doesn't agree to do so.

In preparing such advice, Senior Counsel will consider the:

- economics of the matter
- damages and costs likely to be recovered
- potential costs and expenses, and;
- chances of successfully defending the claim.

The cost of Senior Counsel opinion will be paid by us.

## 2.6 Lawyers we retain

Should we retain lawyers to conduct the investigation, defence or settlement of any claim, these lawyers act on our behalf, not yours, regarding your right to cover.

Any information we receive from our lawyers during the investigation, defence or settlement of any claim against you, can be given to, and relied upon, by us regarding our liability to cover you. For any such information, you waive any claim for legal professional privilege between you, the lawyers retained by us, and us.

All communications between us and our lawyers regarding your right to cover are privileged between us and the lawyers. As such, you agree you're not entitled, under any circumstances, to access or obtain any such communications.

Our lawyers may advise us regarding our liability to cover you and, while doing so, may continue to act in the investigation, defence or settlement of the claim on behalf of both you and us.

## 2.7 Right to contest

If you don't agree to a settlement we recommend, you can contest the claim.

If you contest a claim, our liability in connection with the claim (subject to the limit of cover or sub-limit) won't exceed:

- the amount we could've settled the matter for, **less**
- your applicable excess; **plus**
- costs and expenses incurred by us, up to the date you rejected the recommended settlement.

We can, at any time, pay you the settlement amount. Once paid, we'll relinquish management or control, and will be under no further liability for the claim.

## **2.8 Subrogation**

If any payment is issued, we're subrogated to your rights or recovery, and you must assist and provide such information as we reasonably require to exercise such rights.

We agree not to exercise any such rights against any director, principal or employee of yours unless the claim is caused by, or contributed to, by the dishonest, fraudulent, criminal, or malicious act or omission of the director, principal or employee.

You must not without our prior written consent, enter into any contract or agreement which excludes, limits or prejudices a right of recovery which you may have in respect of any claim covered by this policy.

## **2.9 Allocation**

If a claim against you includes both insured and uninsured losses, or the claim is made and others are a party to the proceedings or demand relating to the claim, then we'll use our best efforts to agree on fair and proper allocation of amounts between the insured and uninsured losses. Including, but not limited to, compensation, damages, costs and expenses.

We'll pay costs and expenses we believe to be covered, based on the above allocation, until a different allocation is negotiated, arbitrated or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of costs and expenses as a result of the claim will apply retrospectively to all costs and expenses as a result of the claim.

## **2.10 Retroactive date**

This policy will only provide cover for claims:

- from acts, errors or omissions committed (or alleged to have been committed) under Part One: Professional Indemnity, after the retroactive date, or
- for personal injury or property damage under Part Two: General (public and products) Liability after the retroactive date.

## **General Terms and Conditions**

### **3.1 Adjustment to premium**

Your premium is wholly or partially calculated on estimates of your business turnover, as provided by you. Therefore it's reasonable we request, and you agree to provide, particulars and information relevant to the policy, within 30 days of expiry of each period of insurance.

Your premium for the period of insurance may then be adjusted and any difference paid by or allowed to you provided the adjusted premium isn't less than any minimum premium specified in the policy schedule.

You must keep a record of all matters, particulars and information requested by us and must, on reasonable notice, allow us or our nominee to inspect and make copies of those records.

### **3.2 Alteration to risk**

As soon as is reasonably practical, you must notify us in writing of any material change in the insured risk you know, or should reasonably be expected to know, is relevant to our decision to insure you, and the terms of your insurance.

We're entitled to amend the terms of this policy, or charge additional premium, based on our assessment of any change in the insured risks.

If we do amend the terms of this policy, including charging additional premium, we'll issue you a new policy schedule and relevant documents within 14 days.

You can accept the added terms without doing anything, other than paying, if applicable, any additional premium.

You can also cancel the policy, in which case clause 3.4 applies.

To clarify, a material change in insured risk includes, but isn't limited to:

- you going into voluntary bankruptcy, receivership, liquidation or any other form of external administration.
- you failing to pay debts or breaching any other obligation, resulting in the appointment of a receiver or bankruptcy, or winding up proceedings.
- suspension and/or cancellation of any licence you need to lawfully perform business activities.
- any material change in the nature of your business activities.
- any material change in your business, including the creation or acquisition of a new entity or subsidiary, which will perform business activities.
- any change in ownership or control of your business.

### **3.3 Assignment**

You can't assign this policy without our written consent.

### **3.4 Authorisation**

The entity specified in the policy schedule as the insured, agrees to act on behalf of every person who falls within the definition of "you, your and insured".

Each person insured agrees the entity will act on their behalf regarding:

- the giving and receiving of notice of claim,
- the cancellation or expiry of this policy,
- payment of the premium,
- refund of any premium that may be due,
- the negotiation, agreement to, and acceptance of, endorsements, and;
- the giving and receiving of a notice provided for in this policy.

### **3.5 Excess**

Your claim excess is specified in your policy schedule.

We're only liable for the part of each claim (including all costs and expenses incurred) exceeding the claim excess and subject to the limit of cover specified in the policy schedule.

Once requested, you have 14 days to pay your excess. If you don't pay, we may deduct the excess amount from any payment we issue to you. If the payment we issue is to a third party, we may commence debt recovery from you.

### **3.6 GST basis of settlement**

Where payment is issued to buy goods, services or other supplies, we'll reduce the payment by the amount of any input tax credit entitlements under *A New Tax System (Goods and Services Tax) Act 1999* whether the purchase is made or not.

Where payment is issued as compensation, instead of payment to buy goods, services or other supplies, we'll reduce the payment by the amount of any input tax credit you would've been entitled to under *A New Tax System (Goods and Services Tax) Act 1999* had the payment been used to buy goods, services or other supply.

The limits of cover, including sub-limits or any amounts indicated in this policy, are inclusive of Goods and Services Tax (GST).

### **3.7 Inspection of property**

We'll be allowed, but aren't obligated to, inspect your property and operations at any time.

Neither our right to inspect, our failure to inspect or the making of any inspection, can be used by you, or others, in any action or proceeding involving us.

We may examine and audit your records and financial statements at any time during the period of insurance, and up to three years later. The examination and audit will be restricted to matters which are relevant to your policy and the cover provided by us. This includes premiums charged and claims paid.

### **3.8 Limit of cover**

Our total liability for any one claim, including costs and expenses, won't exceed the limit of cover as specified in the policy schedule.

Our total liability for all claims made during the period of insurance won't exceed the combined limit of cover specified in the policy schedule.

This clause doesn't increase any sub-limit stated in the policy schedule or policy wording.

Once we've paid the limit of cover (including any sub-limit) in defence and/or settlement of a claim, we've no further liability to you under that part of the policy.

### **3.9 Notices**

Any notice issued will be in writing and effective as if delivered to you personally, by email or post.

It's important you receive all documents in relation to your policy. You need to let us know if you change your contact details because we consider any info we send as received once it leaves our information system(s).

### **3.10 Severability and non-imputation**

Where this policy insures more than one party, any failure on the part of any of the parties to:

- comply with duty of disclosure obligations under the Insurance Contracts Act 1984 (Cth), or
- comply with any obligation under this policy, or;
- refrain from dishonest, fraudulent, criminal or malicious conduct,

Will not prejudice the right of the remaining party or parties to policy coverage, if the remaining party's:

- are entirely innocent of, and have no prior knowledge of, such conduct, and;
- as soon as practical after becoming aware of any such failure, advise us in writing of all relevant circumstances.

### **3.11 Reasonable care**

You must:

- take reasonable care to engage only competent and qualified employees and third parties.
- take reasonable measures to keep all premises, fittings, vehicles and plant in sound condition.
- take all reasonable precautions to prevent personal injury and property damage
- take all reasonable care to prevent the manufacture, sale and supply of defective products.
- comply with all statutory obligations and by-laws or regulations, imposed by any public authorities for the:

- safety of persons or property
- disposal of waste products and handlings
- storage or use of flammable liquids or substances, gases or toxic chemicals.
- keep on file a contemporaneous written record, in electronic or paper form, of all advice you give in the course of business activities.
- at your own expense, take all reasonable action to:
  - avoid or minimise any personal injury or property damage
  - eliminate or control any pests causing, or could cause, personal injury or property damage, and;
  - trace, recall or modify any products or treatment containing any defect or deficiency where you're aware of, or have reason to suspect, the defect or deficiency.

### **3.12 Variation of this policy**

No variation of this policy will be effective unless made by endorsement issued by us.

## **General Exclusions**

This policy excludes loss, damage, destruction, death, injury, illness, liability, costs or expenses of any nature, directly or indirectly caused by, or any in way connected with any of the following.

### **4.1 Aircraft, watercraft or hovercraft**

Ownership, possession, maintenance, repair, operation or use by you or on your behalf.

### **4.2 Asbestos**

Asbestos, asbestos fibres or derivative of asbestos in whatever form or quantity.

### **4.3 Australian Standards**

Any non-compliance with any applicable Australian Standards issued by Standards Australia Limited.

### **4.4 Chemical handling**

The transportation, storage, loading or unloading of chemicals, unless the transportation, storage, loading or unloading of chemicals is in strict compliance with the chemical manufacturer's instructions and the relevant legislative and industry requirements.

### **4.5 Cladding**

The use or alleged use of:

- aluminium composite panels or like cladding; or

- expanded polystyrene, in or on any external surface, including external walls or rooves, of a building of Type A or B construction as defined in the Building Code of Australia.

#### **4.6 Communicable diseases**

Liability of any kind for a communicable disease, the fear or threat (whether perceived or actual) of a communicable disease.

Communicable disease means any disease transmitted by any substance or agent, from any organism to another organism, where:

- the substance or agent includes, but isn't limited to, a virus, bacterium, parasite or other organism or any variation, whether living or not, and
- the method of transmission, whether direct or indirect, includes but isn't limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

#### **4.7 Concrete barrier**

The failure of concrete or masonry work to cure, alleviate, prevent, eliminate or retard the entrance of termites.

#### **4.8 Construction**

Construction, erection, alteration, underpinning, dewatering, demolition of, addition to, or removal of support to any building, structure, plant or equipment by you.

The installation of insulation in any building, structure, plant or equipment by you.

#### **4.9 Contractual liability**

Any liability assumed by you under any contract or agreement, except for liability:

- otherwise implied by law or statute, or
- under those written contracts shown in the current policy schedule or endorsement.

#### **4.10 Cyber**

Anything which is caused by any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system (where a computer system means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility).



#### **4.11 Data**

Anything which is caused by any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data (where data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used accessed, processed, transmitted or stored by a computer system).

#### **4.12 Deregistration**

If you're required by law to keep a statutory registration to conduct your business activities, claims arising from acts, errors or omissions, by or on behalf of you, following the suspension or cancellation of such registration.

#### **4.13 Fines and penalties**

Punitive, aggravated, multiple or exemplary damages, fines or penalties imposed by law including, but not limited to, civil penalties.

#### **4.14 Foreign jurisdictions**

Brought in a court of law within the territorial limits of the United States of America (USA) or the Dominion of Canada (Canada), or their territories or protectorates.

As a result of the enforcement of any judgement, order or award obtained within, or determined by, the laws of the USA or the Dominion of Canada or their territories or protectorates.

#### **4.15 Goods and workmanship**

The cost of performing, completing, correcting or improving any work done or undertaken by you.

#### **4.16 Hazardous activities**

The use of any:

- explosives, firearms, welding, thermal, oxygen cutting, heating or other related heat producing, or spark producing activities, or
- dangerous poisons, 2,2-Dichlorovinyl Dimethyl Phosphate (Dichlorvos), or products containing 2,4-Dichlorophenoxyacetic acid (2,4-D).

#### **4.17 Insolvency**

Your insolvency, bankruptcy or liquidation.

#### **4.18 Joint venture**

Your participation in any joint venture.

#### **4.19 Known circumstances**

Any prior or pending known claims, or known circumstances made, threatened or implied against you prior to the period of insurance.

Directly or indirectly based on, applicable to, or in consequence of, any fact or known circumstance of which:

- written notice has been given, under any earlier policy, or
- you first became aware before the period of insurance, and which you knew, or should've reasonably known, had potential to bring about a claim.

Disclosed in your proposal, or resulting from facts or known circumstances, which have the potential to bring about a claim.

If the policy is amended mid-term, including by endorsement, any known fact or circumstance occurring since the start of the policy, but before the endorsement or amendment, won't be covered by the policy.

#### **4.20 Labour hire**

Any claim for personal injury or property damage relating to the use of any labour hire provider.

#### **4.21 Nuclear hazards**

Anything which is caused in any way by the nuclear industry in general. These risks include ionising, radiation, radioactive contamination from any nuclear fuel or nuclear waste, burning of nuclear fuel, radioactive, toxic, and explosives or any other dangerous properties of any part of nuclear machinery, nuclear weapons, nuclear reaction, nuclear fission and nuclear radiation.

#### **4.22 Mould**

Any exposure to mould.

Any inspection for the process, removal, decontamination, treatment or control of mould.

Products or materials containing or covered with mould.

#### **4.23 Pandemics**

Any claim against any insured, arising directly or indirectly based upon, applicable to, in consequence of, or in connection with any declared pandemic, including, but not limited to:

- Coronavirus (COVID-19)
- Novel Coronavirus (nCoV)
- Middle East Respiratory Syndrome (MERS-CoV)
- Severe Acute Respiratory Syndrome (SARS-CoV), or
- any by-product, associated or related disease.

#### **4.24 Pre-existing damage**

Any added or continuing damage to property for which there is, or has been, evidence of pre-existing damage.

#### **4.25 Refunds of fees and trading debts**

Any trading debt incurred by you, or any guarantee given by you, for a debt.

For costs and expenses incurred by you following any contractual obligation, or making good any faulty product or service.

For the refund or waiver of any fees, charges or disbursement (by way of damage or otherwise).

#### **4.26 Related or associated entities**

Brought or kept on behalf of:

- you, or any subsidiary or parent of an entity owned by you.
- any person who, at the time of the act, error or omission, causing the claim, is a family member or company owned or controlled by a family member. Unless the person is acting without any prior direct or indirect request or cooperation by you.
- any company or trust operated or controlled by you, your nominees or trustees, and in which you have a direct financial interest.

#### **4.27 Retroactive date**

From work performed before the retroactive date specified in your policy schedule.

#### **4.28 Sanctions**

Cover under this policy contravening any sanction, prohibition or restriction under any United Nations (UN) resolutions, or the trade or economic sanctions, law or regulations of the European Union (EU), United Kingdom (UK) or USA.

#### **4.29 Spraying cotton**

Spraying cotton.

#### **4.30 Territorial limits**

Any act, error or omission for business activities performed or carried on outside the territorial limits of Australia.

Any action for damages brought against you within the territorial limits of the USA, Canada or their territories or protectorates.

#### **4.31 Terrorism**

Any actual or alleged act of terrorism, or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged act of terrorism.

This exclusion works in connection with any act of terrorism, regardless of any other cause or event, and regardless of the sequence of the act of terrorism and other cause or event.

#### **4.32 Underground services**

Any damage to underground services.

#### **4.33 Unlicensed and unqualified persons**

Any work performed, or services provided by, a person engaged by you, including your employees or any third party, who isn't licensed to perform the business activities where required by law, or is not a licensed and qualified person.

Any business activities not conducted in strict compliance with any applicable Australian Standard.

#### **4.34 War**

Any war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

Any confiscation, or nationalisation, or requisition of, or damage to, property by or under the order of any government, public or local authority.

#### **4.35 Wildlife capture, release and destruction**

Connection with the capture, release and destruction of wildlife. Unless done in strict compliance with the relevant legislative requirements and guidelines recognised by wildlife welfare organisations.

# **Part One – Professional Indemnity insurance**

## **1. Introduction**

Subject to payment of the premium, or as agreed in writing, we'll provide cover in line with, and subject to, the terms and conditions of this policy.

Before this policy began, you provided us with information. We've relied on this information to decide whether to enter into this insurance contract with you and on what terms.

If any of this information is wrong or false, it may affect your cover.

## **2. Insuring clause**

Subject to the terms of this policy, we cover you up to the limit of cover against civil liability for payment, to any third party resulting from the conduct of your business activities that's:

- first made against you during the period of insurance, and
- notified to us during the period of insurance, and
- from an act, error or omission committed after the retroactive date.

Your cover includes claim costs and expenses incurred with our prior written consent, as part of, and not in addition to, the limit of cover.

## **3. Automatic policy extensions**

Cover is extended for the following reasons per, and subject to, the terms of this policy. Their inclusion doesn't increase the limit of cover under this Part One, unless specifically stated otherwise.

### **3.1 Civil penalties**

Other than the general exclusion clause 4.9 (Contractual liability), cover is provided for compensatory civil penalties resulting from the conduct of your business activities.

This cover is limited to \$50,000 for any one claim, and \$100,000 in total for the period of insurance.

However, there's no cover under the policy for civil penalties where:

- We're legally prohibited from offering cover,
- Your liability is because of criminal proceedings or the commission of a criminal offence,
- The claim is based on, attributed to or in consequence of:
  - any wilful, intentional or deliberate failure to follow any lawful notice, direction, enforcement action or proceeding under any legislation,
  - your gross negligence or recklessness,

- your requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost.

### **3.2 Consumer protection legislation**

Cover is provided against civil liability for compensation, resulting from a claim made against you under the terms of the *Australian Consumer Law, Section 18*, or any similar legislation enacted by any Australian Territory or State.

When a separate claim is made for civil liability in connection with the business activities, this extension doesn't apply.

Where a claim results from conduct that's fraudulent, intended to mislead or deceive, there's no cover.

### **3.3 Continuous cover**

Other than the general exclusion clause 4.19 (Known Circumstances), cover is provided for claims resulting from a known circumstance only if:

- you became aware of the known circumstance while covered by an earlier Professional Indemnity policy held with us, and
- you hadn't told us, or any other insurer, of those known circumstances before the period of insurance, and
- you've been continuously insured with us, without interruption, from that earlier period of insurance, and
- your failure to let us know isn't fraudulent.

We may reduce our liability under the policy by an amount proportionate to the extent our interests are prejudiced by you not notifying us of the known circumstance before the period of insurance.

The limit of cover will be the lesser amount under the policy in force when you first became aware of the known circumstance. The terms of this policy otherwise apply.

If you were obliged to have given notice of the known circumstance under any other policy of insurance, with any other insurer, this extension doesn't apply.

### **3.4 Court attendance costs**

Costs and expenses include court attendance costs and are subject to the limit in this clause.

We agree to pay up to \$500 a day for court attendance costs for your employees, partners, principals or directors, if they're legally required to attend civil proceedings as a witness in a claim covered by this policy.

Our total liability for all court attendance costs, during any one period of insurance, is \$50,000 and is part of, and not in addition to, the limit of cover shown on the policy schedule.

### **3.5 Defamation**

Cover is provided for any unintentional defamation in connection with your business activities.

### **3.6 Fraud and dishonesty**

Other than the Part One exclusion clause 5.4 (Fraud and dishonesty), cover is provided for claims resulting from any fraudulent, dishonest, wilful or malicious act or omission by an employee of yours provided that:

- you weren't aware of and didn't condone such acts or omissions by your employee,
- we don't indemnify the employee who committed the act or omission, and;
- cover isn't provided for losses connected with the loss of money, negotiable instruments (including shares), bearer bonds, coupons, stamps, bank or currency notes.

### **3.7 Intellectual Property (IP)**

Cover is provided for claims resulting from any unintentional infringement of copyright, trademarks, registered designs or patents, plagiarism or breach of confidentiality in the conduct of your business activities.

### **3.8 Loss of documents**

Cover is provided for costs and expenses reasonably incurred when replacing and restoring documents only if:

- the loss or damage happens during the period of insurance, while the documents are either in transit or in the custody of you, or any person entrusted with them, while in the conduct of your business activities,
- you notify us within 28 days of discovering the loss, but not beyond the expiry date of the period of insurance,
- where the documents are in electronic format, you have in place sufficient and proper procedures for the security and daily back-up of documents,
- the amount of any claim for costs and expenses is supported by satisfactory evidence, subject to approval by us or someone nominated by us.

This cover is limited to \$100,000 for any one period of insurance.

Cover isn't provided for the loss or damage of documents caused by:

- riot or civil commotion
- fading, mould, vermin, pest infestation, wear, tear or any other gradually operating cause,
- interference with electronically stored data by a person who isn't a current principal, partner, director or employee,

- any third parties directly, indirectly or in any way connected with the provision of your business activities.

### **3.9 Estates and legal representatives**

If you die, become legally incompetent or insolvent, cover is provided to your spouse, domestic partner, estate, legal representative or assigns, in the same way cover would've been available to you. But only in regard to their vicarious liability for your acts, errors or omissions.

### **3.10 Merged or newly created subsidiaries**

Once the period of insurance has started, you must tell us as soon as possible if you create a subsidiary company.

Once notified, we agree to extend cover to include the subsidiary company during the period of insurance for up to 14 days, (but never beyond the expiry date of the period of cover) from the date of creation.

This extension of cover only applies for claims made against the subsidiary for an act, error or omission that happened after the date the subsidiary was created.

### **3.11 Run-off cover for former subsidiaries**

Cover is provided for any of your former subsidiaries for claims specified in this policy. Cover only applies for acts, errors or omissions occurring:

- in the provision of the business activities, and
- after the retroactive date specified in the policy schedule, and before the date the subsidiary ceased to be a subsidiary of yours.

Cover is only provided if the persons, firms or incorporated bodies claiming cover, each agree in writing, within a reasonable time of notifying us, to be liable individually and together with you, for paying the excess (or any other payment due).

### **3.12 Run-off cover for the insured entity**

Where a run-off event occurs during the period of insurance:

- a claim for any act, error or omission before the date of the run-off event, and covered by this policy, will continue until the policy expires.
- you can apply to extend the period of insurance for run-off cover subject to:
  - submission of a completed proposal, and
  - our written agreement to provide the extension, (which is at our absolute discretion), and
  - the premium is paid in full on expiry of this policy, and
  - any additional terms, conditions or exclusions we may impose.



- at our absolute discretion, we may agree to the period of insurance being extended (on a year by year basis) up to a maximum of 84 months.
- our total liability under the policy for all claims during the period of insurance, including any extended period, won't exceed the limit of cover stated on the policy schedule.

### **3.13 Vicarious liability**

Cover is provided for claims made against you during the period of insurance, for civil liability resulting from the acts, errors or omissions by any third party you're legally liable for.

However, no cover is provided for, or extended to, any third party.

## **4. Optional Extensions**

Cover for optional extensions is only provided when specified in your policy schedule and is subject to all the terms and conditions of your policy, unless otherwise stated.

The inclusion of optional extensions doesn't increase the limit of cover applicable, unless otherwise stated.

### **4.1 Joint venture**

When the name of a joint venture is included on the policy schedule under "joint ventures", cover is provided for your liability regarding the joint venture only:

- when the claim is in connection with the business activities that would otherwise be carried out by you, and
- for your proportion of the liability incurred by the joint venture, and
- if your income from the joint venture has been included in the calculation of income given by you in the proposal form, and
- for you and isn't extended to any other participants in the joint venture.

### **4.2 Fidelity**

Where fidelity is included on the policy schedule, cover is provided for your direct loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to you, or for which you're legally liable, where the loss is the direct result of any dishonest or fraudulent act or omission of your employee, partner or director, provided:

- the loss is first discovered by you during the period of insurance and we're notified in writing within 14 days of its discovery, and

- we won't be liable to make any payment for loss resulting from any act or omission occurring after the date you discover, or had reasonable cause to suspect, the dishonest or fraudulent conduct by your employee, partner or director, and
- we won't be liable to make any payment for any indirect or consequential loss, including but not limited to, liability to third parties, damages, interest, investigation costs or trading losses, and
- we won't be liable to make any payment for loss you have, or can, offset by applying monies owing or payable by you to the relevant employee, partner or director, and
- you, at your own cost, produce satisfactory proof to verify any loss, and
- our liability for each loss and our total liability for all losses won't exceed \$50,000 and is part of, and not in addition to, the limit of cover shown on the policy schedule, and
- the excess specified in the policy schedule applies to any one event, events or series of events, caused by acts or omissions of the same person or persons (whether identifiable or not) and events in which this person or persons are involved or implicated, is treated as one event.

## **5. Exclusions applicable to Professional Indemnity insurance**

We're not liable to provide cover for any claim against you, directly or indirectly, caused by, or in any way connected with, any of the following.

### **5.1 Assumed duty or obligation**

Any liability, duty or obligation assumed by you via contract, warranty, guarantee or indemnity.

This exclusion doesn't apply as far as such liability, duty or obligation would've attached to you in the absence of such contract, warranty, guarantee or indemnity.

### **5.2 Information, communication and technology**

Any computer equipment (including any combination of, or part of, data, computer hardware, operating system, application, software and computer chip, including microprocessor chip or embedded control logic), software, hardware or firmware sold, manufactured, produced, installed, repaired, serviced, treated, supplied, distributed, licensed or shared by you.

Any service, advice or work provided by you for, or in connection with, the above, including the delivery of data processing, data warehousing, facilities management and outsourcing, telecommunications and data communication services provided by the insured in the conduct of your business activities.

### **5.3 Environmental impairment**

The actual, alleged or threatened discharge, dispersal, release or escape of pollutants or spray drift.

### **5.4 Fraud and dishonesty**

Any actual or alleged dishonest, fraudulent, criminal or malicious act or omission by you or any third party, including your sub-contractors, agents or consultants.

Any act or omission committed with reckless disregard for the consequences by you, or any third party, including your sub-contractors, agents or consultants.

Any wilful breach of any statute, contract or duty by you, or any third party, including your sub-contractors, agents or consultants.

### **5.5 Intentional damage**

With acts, errors or omissions by you:

- with the intention of causing a third party loss, damage or personal injury,
- with reckless disregard for the potential consequences,
- that's a wilful breach of any statute, contract or duty.

### **5.6 Other insurances**

Your liability as an employer.

Actual or alleged unlawful discrimination by you against any employee.

Your functions and duties as a director or officer of any legal entity, corporation or other incorporated body.

Your occupation of land or buildings.

### **5.7 Personal injury and property damage**

Or as a consequence of personal injury, when the injury occurs during the provision of business activities by you, or on your behalf.

### **5.8 Products**

Any product not used in strict compliance with the manufacturer's instructions.

The use of chemicals by you, not approved by the relevant Federal, State, Territory or Local Government Authority for use in the eradication of pests.

### **5.9 Vehicles**

Any ownership, possession, operation, use or legal control by you, or on your behalf, of any vehicle.

## **Part Two – General (public and products) Liability insurance**

### **1. Introduction**

Subject to payment of the premium, or as agreed in writing, we'll provide cover in line with, and subject to, the terms and conditions of this policy.

Before this policy began, you provided us with information. We've relied on this information to decide whether to enter into this insurance contract with you and on what terms.

If any of this information is wrong or false, it may affect your cover.

### **2. Insuring clause**

Subject to the terms of this policy, we cover you up to the limit of cover for your legal liability to pay compensation to any third party resulting from the conduct of your business activities that's:

- first made against you during the period of insurance, and
- notified to us during the period of insurance, and
- is for personal injury and property damage committed after the retroactive date.

Your cover includes claim costs and expenses incurred with our prior written consent, as part of, and not in addition to, the limit of cover.

### **3. Automatic policy extensions**

Cover is extended for the following reasons per, and subject to, the terms of this policy. Their inclusion doesn't increase the limit of cover under this Part Two, unless specifically stated otherwise.

#### **3.1 Continuous cover**

Other than the exclusion clause 4.19 (Known Circumstances), cover is provided for claims resulting from a known circumstance only if:

- you became aware of the known circumstance while covered by an earlier General Liability policy held with us, and
- you hadn't told us, or any other insurer, of those known circumstances before the period of insurance, and
- you've been continuously insured with us, without interruption, from that earlier period of insurance, and
- your failure to let us know isn't fraudulent.

We may reduce our liability under the policy by an amount proportionate to the extent our interests are prejudiced by you not notifying us of the known circumstance before the period of insurance.

The limit of cover will be the lesser amount under the policy in force when you first became aware of the known circumstance. The terms of this policy otherwise apply.

If you were obliged to have given notice of the known circumstance under any other policy of insurance, with any other insurer, this extension doesn't apply.

### **3.2 Court attendance costs**

Costs and expenses include court attendance costs and are subject to the limit in this clause.

We agree to pay up to \$500 a day for court attendance costs for your employees, partners, principals or directors, if they're legally required to attend civil proceedings as a witness in a claim covered by this policy.

Our total liability for all court attendance costs, during any one period of insurance, is \$50,000 and is part of, and not in addition to, the limit of cover shown on the policy schedule.

### **3.3 Environmental impairment**

Cover is provided for:

- claims for property damage directly or indirectly resulting from accidental or unintentional discharge, dispersal, release or escape of pollutants (excluding spray drift) caused by the business activities, and
- costs of testing, monitoring, clean up and removal, containment, treatment, detoxifying or neutralising pollutants or their effect, as a result of accidental or unintentional discharge. However, this extension is also subject to exclusion clause 4.4 (a) Environmental impairment in this Part Two.

### **3.4 Products liability**

Cover is provided for your legal liability relating to personal injury or property damage caused by, or resulting from, any products, but only if personal injury or property damage happens:

- away from premises owned by, or leased to, you, and;
- during periods when you're in physical control, and have legal responsibility for, such products.

### **3.5 Spray drift**

Cover is provided for your legal liability directly or indirectly resulting from accidental, instantaneous, identifiable, unintended, and unexpected spray drift.

However, there's no cover if the spray drift resulted from outdoor spraying in weather conditions involving a foreseeable risk of spray drift. This extension is also subject to exclusion clause 4.4 (b) Environmental Impairment in this Part Two.

## **4. Exclusions applicable to General Liability insurance**

We're not liable to provide cover for any claim against you, directly or indirectly, caused by, or in any way connected with, any of the following.

### **4.1 Asbestos and mould**

Asbestos, products or materials containing or covered with asbestos.

Any exposure to asbestos.

Any exposure to mould.

Any inspection for, or process of removal, decontamination, treatment or control of asbestos or mould, or any products or materials containing or covered with asbestos or mould.

### **4.2 Defamation**

The publication or utterance of a defamatory statement, or the publication of other defamatory or disparaging material:

- made before the start of the period of insurance, or
- made by you, or at your direction, with knowledge of its falsity, or
- related to advertising, broadcasting or telecasting activities conducted by you, or on your behalf.

### **4.3 Employment liability**

Liability for personal injury imposed by:

- any Workers' Compensation law, and
- the provision of any industrial award, agreement or determination, or any contract of employment or workplace agreement, where liability wouldn't have been imposed in the absence of such industrial award, agreement or determination, or contract of employment or workplace agreement.

Provided that you're:

- required by law to insure or otherwise fund, whether through self-insurance, statutory fund or other scheme, all or part of any common law liability (whether limited or not) for such personal injury, or

- not required to insure or otherwise fund, such liability because the personal injury is to a person who isn't a worker or employee for the purposes of the relevant Workers' Compensation Law, or the personal injury isn't an injury subject to such law.

Then this policy will respond in as far as your liability wouldn't be covered under such fund, scheme, policy of insurance, or self-insurance arrangement had you complied with your obligations in line with such law.

There's no cover for and in respect of employment practices.

#### **4.4 Environmental impairment**

(a) The actual, alleged or threatened discharge, dispersal, release or escape of pollutants, whether caused by a product someone has disposed of, discarded, or otherwise caused, and

(b) Spray drift.

#### **4.5 Information technology hazards, computer data, program and storage media**

Personal injury or property damage, directly or indirectly caused by, as a result of, or in any way connected with your internet operations.

Property damage to computer data or programs and their storage media, directly or indirectly, caused by, as a result of, or in any way connected with the:

- use of any computer hardware or software,
- provision of computer or telecommunication services by you, or on your behalf,
- use of computer hardware or software belonging to any third party, whether authorised or unauthorised, including damage caused by any computer virus.

This exclusion doesn't apply to:

- personal injury or property damage caused by any material already in print by the manufacturer in support of its product, including but not limited to, product use and safety instructions or warnings, and is also reproduced on its site, or
- liability which arises irrespective of the involvement of your internet operations.

Nothing in this exclusion is to be taken to extend policy coverage to any liability which wouldn't be covered in the absence of this exclusion.

#### **4.6 Property in custody or control**

Property damage to:

- property owned by or rented to you, or
- property in your physical or legal control.

This exclusion doesn't apply to liability for property damage to:

- premises (including landlord's fixtures and fittings) rented to you,
- premises (or their contents) not owned or rented by you, but temporarily occupied by you for work,
- vehicles (not belonging to or used by you) in your physical or legal control, and the property damage occurs while the vehicles are in a car park owned or operated by you, unless you own or operate that car park for reward,
- the property of an employee,
- other property temporarily in your physical or legal control, provided no cover is given for liability regarding physical damage to, or destruction of, that part of any property on which you are, or have been, working on.

Our limit under this clause doesn't exceed \$100,000 for any one claim and in total for any one period of insurance.

We won't cover you for liability, assumed by you, under any contract or agreement needing you to effect material damage insurance on premises, property or goods which you don't own.

#### **4.7 Property owned by you**

Damage to any property owned by you.

#### **4.8 Product Defect**

Property damage to your products, if the damage is attributed to any defect in them, or to their harmful nature or unsuitability.

#### **4.9 Loss of use**

The loss of use of tangible property, which hasn't been physically injured, lost or destroyed, directly or indirectly, from:

- a delay in, or lack of, performance by you or on your behalf of any agreement,
- the failure of your service or products to meet the level of performance, quality, fitness or durability, warranted or represented by you, either expressly or implied.

#### **4.10 Product efficacy**

The failure of any products to perform their intended function.

#### **4.11 Product guarantee**

Any product warranty or guarantee given by you.



But this exclusion doesn't apply to any Federal or State legislation requirements regarding product safety and information.

#### **4.12 Product recall**

Claims for, or resulting from, any loss, cost or expense incurred by you for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of your products, or of any property of which they form a part, if such products or property are withdrawn from the market, or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

#### **4.13 Vehicles**

For personal injury and/or property damage as a result of the ownership, possession, operation or use, by you or on your behalf, of any vehicle:

- registered or required to be registered under any legislation, or
- where compulsory liability insurance or statutory indemnity is required under any legislation (whether or not that insurance is affected)

The exclusions above don't apply to:

- Personal injury where:
  - compulsory liability insurance or statutory indemnity doesn't provide indemnity, and
  - the reason/s why compulsory liability insurance or statutory indemnity doesn't provide indemnity, don't involve a breach by you of vehicle legislation.
- Property damage caused during the loading or unloading of goods to and from any vehicle,
- Property damage caused by or from the operation or use of any vehicle designed primarily for lifting, lowering, loading, unloading, while being operated, or used by, you, or on your behalf, within the borders of your premises,
- Property damage caused by or from the use of:
  - any vehicle being used as a tool, or
  - plant forming part of your vehicle being used as a tool operating at any worksite.

However, excludes property damage caused by or while the vehicle is transporting or carting goods.

#### **4.14 Contractual liability**

Any obligation assumed by you, under any agreement or contract, except when liability is:

- implied by law,
- caused by a provision in a contract for lease of real or personal property, other than a provision obliging you to take out insurance relating to the subject matter of the contract,
- assumed by you under a warranty of fitness or quality regarding your products.

#### **4.15 Professional liability**

Your provision of, or failure to provide, any professional advice or services, or any related error or omission.

Any advice, design, formula or specification given by you for a fee or otherwise in carrying out any business activities shown on your policy schedule.

#### **4.16 Exports to the USA or Canada**

Personal injury or property damage caused by or resulting from your products knowingly exported by you, your agents or servants, to the USA or Canada.

#### **4.17 Assault and battery**

Personal injury or property damage caused by or from assault and battery committed by you, or at your direction, unless reasonably necessary for the protection of persons or property.

#### **4.18 Spray equipment claim**

Any spray equipment claim.

#### **4.19 Tobacco**

Personal injury caused, directly or indirectly, out of or due to, the inhalation or ingestion of, or exposure to:

- tobacco or tobacco smoke, or
- any ingredient or additive present in any articles, items or goods containing or including tobacco.

#### **4.20 Vicarious liability**

No cover is given for any claim made against you, resulting from any vicarious liability, directly or assigned to you, for personal injury or property damage committed by, or allegedly committed by, a third party engaged by you, or acting on your behalf.

### **5. Policy Conditions**

#### **5.1 Joint insureds**

Where more than one party is the insured, each of the parties will be considered a separate and distinct unit. The words “you”, “your” or “insured” will apply to each party in the same way, as if a separate policy had been issued to each of them.

Nothing provided in this clause will result in an increase of our limit of liability regarding any claim or period of insurance.

## Words with special meanings in this policy

Aircraft	Any vessel, craft or thing made, or intended to, fly, move in or through the atmosphere or space
APVMA	The Australian Pesticides and Veterinary Medicines Authority or any other body with similar functions replacing that authority
Asbestos	The group of natural fibrous silicate minerals comprising Actinolite, Amosite, Anthophyllite, Chrysotile, Crocidolite and Tremolite, and the group of man-made mineral fibres, comprising mineral wool, rockwool, glass fibre, ceramic fibres and superfine fibres.
Business	The business shown in the policy schedule and carried out by a person named as an insured in the policy schedule, or by a company or entity named as an insured in the policy schedule, or its subsidiary
Business activities	The provision of professional services, as shown in the policy schedule, to a third party for a fee, carried out under the direct control and supervision of an appropriately qualified person
Claim	<p>The receipt by you of any verbal or written demand for compensation by a third party against you, or;</p> <p>Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter claim or third party or similar notice served upon you which contains a demand for compensation by a third party against you</p>
Computer equipment	

Control agent	Any pesticide, herbicide, termiticide, chemical, dust, bait or other product or goods used to control or kill pests or weeds, and has been registered by the APVMA for the purpose employed at the time of use
Costs and expenses	Reasonable and necessary legal costs and other expenses incurred, with our written consent, in the investigation, defence or settlement of a claim
Court attendance costs	Reasonable legal costs and other expenses incurred in attending civil proceedings as a witness in a claim. These costs are for travel expenses, meals and accommodation.
Dangerous poisons	Any control agent registered by the APVMA as a Schedule 7 poison
Documents	Deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature, but doesn't include bearer bonds or coupons, stamps, bank or currency notes, or any other negotiable instrument
Excess	The amount(s), as specified in the policy schedule, you pay when you make a claim.
Employee	Any natural person employed by you under a contract of service or apprenticeship during the period of insurance. Doesn't include any person employed under such contract or apprenticeship who's excluded from the definition of "worker" under any workers compensation legislation
Employment practices	Any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related

	to employment, or prospective employment, of any person, or persons, by you
Endorsement	The endorsement(s) to this policy, as specified in the policy schedule
Hovercraft	Any vessel, craft or device made, or intended to, float on, in or travel on or through, the atmosphere or water
Joint venture	An undertaking you carry on together with someone else not covered under this policy
Known circumstances	Any fact, situation or circumstance known to you, prior to the start of this policy, that might result in someone making an allegation against you in respect of a loss, liability or costs that might give rise to claim against you
Licensed and qualified persons	Any individual licensed or appropriately qualified to undertake the business activities in the State or Territory they're carried out
Limit of cover	The amount shown on the policy schedule that's the maximum amount of cover provided, inclusive of costs and expenses
Mould	Means, but not limited to, pathogenic organisms, fungi, bacteria, yeasts, mildew, algae, virus, or their spores, mycotoxins or other metabolic products whether toxic or otherwise
Parties	You and us
Period of insurance	The period of time, shown on the policy schedule, during which the insurance is in place

Personal injury	Bodily injury, sickness, disease, mental injury, death, nervous shock or emotional distress
Policy schedule	A separate document, which is your contract of insurance, stating the details of your policy, including applicable excesses and any endorsements provided to you
Pollutants	Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapour, soot, fumes, acids, alkalis and chemicals, or  Any waste materials including materials recycled, reconditioned or reclaimed, or  Any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission.
Premium	The amount(s) shown in the policy schedule and in any endorsement to the policy schedule
Products	Anything manufactured, constructed, erected, assembled, installed, extracted, produced or processed, treated, modified, bottled, supplied, sold, distributed, labelled or handled by you. Includes any packaging or containers, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted, to be given in connection with such products and anything which, by law or otherwise, you're deemed to have manufactured in the course of the business.
Property damage	Physical loss, damage to or destruction of, tangible property, including any resulting loss of use of that property, or

	Loss of use of tangible property that hasn't been physically damaged, lost or destroyed, but the loss of use is caused by physical damage to other tangible property
Proposal	The form completed by you, including information, answers, particulars, statements and material provided to us with that form.
Retroactive date	The date shown in the policy schedule, after which cover may be granted.
Spray drift	The sudden and unexpected movement of droplets through the air, and away from the target area to any non-target site during the application of a control agent.
Spray equipment claim	Any claim made against you as a result of the use of spray equipment that hasn't been washed, or replaced, in accordance with the manufacturer's or distributor's directions, conditions or recommendations following previous use of a control agent.
Subsidiary	Any entity which, by virtue of any applicable legislation or law, is deemed to be your subsidiary (where you're a company), or  Any entity over which you're (where you're a company) in a position to exercise effective direction or control
Territorial limits	Anywhere within the Commonwealth of Australia, its external territories or as specified in any endorsement to this policy
Terrorism	A terrorist act as defined by section 100.1 of the <i>Criminal Code Act 1995 of the Commonwealth of Australia</i>
Tool of trade	A vehicle which has any tool or plant forming part of, attached to, or used in

	connection with it, but only while such tool or plant is in operation for the purpose of the business activities.
Vehicle	Any type of machine on wheels, or on self-laid tracks, made or intended to be propelled by other than manual or animal power, and any trailer or other attachment made or intended to be drawn, by any such machine
Underground services	Any underground services, including but not limited to water, gas, sewage or fuel pipes, electricity, phone or data cables or any other underground property or structures, including but not limited to, storage areas, conveyer belts, tunnels or any form of transmitter device.
War	War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, exercise of military or usurped power
Watercraft	Any vessel, craft or thing made or intended to float on, in or travel on or through or under water.
We, our, us	Pacific International Insurance Pty Ltd ABN 83 169 311 193
You, your, insured	The person(s), companies or entities named on the policy schedule as the insured including, as if they were you, every past or present director, officer, employee, or partner of you, but only while acting within the scope of their duties in such capacity



**Pacific International Insurance Pty Ltd**



PO Box 550  
Kotara, NSW 2289



1300 309 169



[insurance@rapidsolutions.com.au](mailto:insurance@rapidsolutions.com.au)



ABN: 83 169 311 193  
ACN: 169 311 193